

Date: [•]

Mr./Ms.....

(DIN:)

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Dear [•],

Sub: Appointment as Independent Director

With reference to your consent to act as Director and your confirmation regarding the meeting of “independence” criteria as envisaged in Section 149(6) of the Companies Act, 2013 (“Act”) and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), we are pleased to inform that you are appointed as a Independent Director on the Board of Directors of Genus Power Infrastructures Limited (hereinafter referred to as the “Company” or “Genus”) for a second term of 5 (five) consecutive years on the Board of the Company to hold office for a period of [•] year(s) with effect from [•] in term of the approval of your appointment by the Members of the Company at the [•] Annual General Meeting held on [•].

This letter of appointment sets out the terms and conditions covering your appointment, which are as follows:

1. TERMS OF APPOINTMENT:

- 1.1 You are appointed as an Independent Director on the Board of the Company for a period of [•] year(s) with effect from [•].
- 1.2 You will not be liable to retire by rotation.
- 1.3 As per the provisions of the Act, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage you earlier subject to compliance of relevant provisions of Act and the Listing Regulations.
- 1.4 Your appointment is subject to the provisions of the Act and the Listing Regulations.
- 1.5 Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Act, and the Listing Regulations.
- 1.6 Your appointment, if any, at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Your appointment would be considered by the Board based on the outcome of your performance evaluation process and continuing to meet the independence criteria.
- 1.7 The term “Independent Director” should be construed as defined under the Act and the Listing Regulations.

2. TIME COMMITMENT:

- 2.1 The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders’ Relationship Committee, Corporate Social Responsibility Committee, and

Risk Management Committee meetings, which are ordinarily convened as per the requirement. Ordinarily, all meetings are held in Jaipur, Rajasthan (India). However, it is difficult for a company to lay down specific parameters on time commitment owing to the nature of the role of a director and/or the Board. The Company expects that you will attend all Board, Board Committees to which you are member or may be appointed and Shareholders meetings and to devote such time as is prudent and necessary for the appropriate performance/discharge of your role, duties and responsibilities as an Independent Director.

- 2.2 By accepting this appointment, you confirm that you are able to devote sufficient time to meet the expectations of your role, duties and responsibilities to the satisfaction of the Board and the Company.

3. BOARD COMMITTEES:

- 3.1 As advised by the Board, during the tenure of office, you may be required to serve on one or more of the Committees of the Board established by the Company. Upon your appointment to any one or more Committees, you will be provided with the appropriate Committee charter which sets out the functions of that Committee.

4. ROLE AND DUTIES:

- 4.1 You shall abide by the duties of directors as provided in the Act (including Section 166 of the Act), the Listing Regulations, listing agreement with stock exchanges and the Company's 'Code of Conduct for Independent Directors' ("the Code") based on provisions outlined in Schedule IV under section 149(8) of the Act.
- 4.2 In addition to the above statutory requirements, you are expected to bring independent view to the Board's discussions and to help the Board in the following key matters:
- Development of constructive strategy.
 - Assessment of the performance of management in meeting agreed goals and objectives.
 - Risk management.
 - Ensuring high standards of financial integrity and accurate reporting on performance and the financial position of the Company.
 - Determining appropriate levels of remuneration of Executive Directors.
 - Ensuring good corporate governance and compliance with the applicable legislations and regulations under review and the conformity of the Company/industries practices to accepted norms.
- 4.3 During the appointment, you should not do any act, which is against the objects of the Company and is detrimental to the interest of the Company. This includes but not limited to;
- Involvement in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - Achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
 - Assign your office as Director.

5. REMUNERATION AND REIMBURSEMENT OF EXPENSES:

- 5.1 Subject to the provisions of sections 197 and 198 of Act, an independent director shall not be entitled to any stock option and may receive remuneration by way of fee provided under sub-section (5) of section 197 of Act, reimbursement of expenses for participation in the Board and other meetings and profit related commission as may be approved by the members and/or other relevant authority within the limits prescribed under the Act and Rules made thereunder.
- 5.2 As independent director, you will be paid sitting fees for attending the meetings of the Board and its Committees as may be decided by the Board and/or approved by the Shareholders.
- 5.3 Presently, the sitting fees will be paid to the Independent Director, as follows:
- For Board Meeting : Rs.5000/- per meeting.
 - For Meeting of the Committee of the Board : Rs.2000/- per meeting.
- 5.4 Further, the Company will, for the period of your appointment, pay or reimburses to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenses for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties. The Company shall also reimburse the expenses incurred on taking professional advice, if needed from independent advisors in the furtherance of your duties as an Independent Director.

6. DISCLOSURE OF INTEREST OR CONCERN:

- 6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. You are required to disclose your interest or concern in any company or companies or body corporate, firms or other association of individuals including shareholding in Form MBP-1, at the time of your appointment and at the first meeting of the Board in which you participates as a director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the disclosure already made then at the first meeting held after such change.
- 6.2 You shall at the time of your appointment and at the first meeting of the Board in which you participates as a director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, give a declaration that you meets the criteria of independence as provided in sub-section (6) of Section 149 of the Act and clause (b) of sub-regulation (1) of regulation 16 of the Listing Regulations.

7. PERSONAL INFORMATION:

- 7.1 During your tenure of Appointment, you are required to promptly intimate the Company and the Registrar of Companies (RoC) in the prescribed manner, of any change in your personal information like address, contact details etc., provided to the Company.

8. CONFIDENTIALITY:

- 8.1 You must apply the highest standards of confidentiality. You should not disclose to any person or company either during the course of the Appointment or at any time after its termination, any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position in the Company.

- 8.2 Further, we would like to draw your attention to the requirements under the applicable regulations of SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's "Code of Conduct for regulating, monitoring and reporting of trading by designated persons and their immediate relatives" which prevent Insiders from procuring, communicating, providing or allowing access to unpublished price sensitive information ("UPSI") except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. Consequently, you should not make any statements or perform any transactions that might risk a breach of these requirements.
- 8.3 On termination of the appointment you will deliver to the Company all documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position in the Company.

9. CODE OF CONDUCT:

- 9.1 During the Appointment, you are required to comply with the Company's "Code of Conduct for Directors and Senior Management Personnel", and "Code of Conduct for regulating, monitoring and reporting of trading by designated persons and their immediate relatives" and such other policies, requirements as the Board or other statutory/regulatory agencies may from time to time specify.

10. INDUCTION:

- 10.1 Immediately after your appointment, the Company shall, if required, conduct a formal induction program for you. The Company shall also, if required, arrange the training and familiarization sessions to support you to continually update your skills and knowledge and improve your familiarity with the company and its business.

11. EVALUATION:

- 11.1 As per the Policy, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. The performance evaluation of independent director shall be done by the entire Board excluding the director being evaluated which shall include performance of the directors and fulfillment of the independence criteria as specified in the Act and the Listing Regulations and their independence from the management. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee. Your appointment/re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

12. INSURANCE:

- 12.1 The Company will take an appropriate Directors' and Officers' Liability Insurance policy subject to provisions of the Listing Regulations and pay the premiums for the same. The Company intends to maintain such insurance cover for the Term of your appointment/re-appointment, subject to the terms of such policy in force from time to time.

13. TERMINATION:

- 13.1 You may resign from directorship of the Company by giving a notice in writing to the Company at any time by stating the reasons for resignation.
- 13.2 If at any stage during the Appointment, there is a change that may affect your status as an Independent Director as envisaged in the Act or the Listing Regulations, you are required to promptly submit your resignation to the Company with effect from the date of such change.
- 13.3 Your appointment on the Board of the Company may be terminated in accordance with the provisions of the Act and the Articles of Association of the Company from time to time in force.
- 13.4 Your directorship may also be terminated for violation of any provision of the Company's Code of Conducts and Policies as applicable to Directors of the Company.

14. GOVERNING LAW:

- 14.1 This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous understanding, if any between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom. This agreement/letter is governed by and shall be constructed in accordance with Indian law and subject to the jurisdiction of the Indian courts.

15. ACCEPTANCE OF APPOINTMENT:

- 15.1 Please confirm your agreement to the above by signing and returning to me/Company Secretary the enclosed second copy of this Letter.

Yours sincerely
For **Genus Power Infrastructures Limited**

Ishwar Chand Agarwal
(DIN: 00011152)
Chairman

Encl.: 'Code of Conduct for Independent Directors'

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AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby agree to the same.

(Signature)

Name : [•]

DIN : [•]

Date : [•]

Place : [•]

Genus Power Infrastructures Limited

(Registered Office: G-14, Sector-63, Noida-201307, Uttar Pradesh) (Tel.: +91-120-4227116)
(Corporate Office: SPL-3, RIICO Industrial Area, Sitapura, Tonk Road, Jaipur-302022, Rajasthan) (Tel.: +91-141-7102400)
(E-mail: cs@genus.in; Website: www.genuspower.com; Corporate Identity Number: L51909UP1992PLC051997)

Code of Conduct for Independent Directors

The Board of Directors (hereinafter referred to as the “Board”) of Genus Power Infrastructures Limited (hereinafter referred to as the “Company” or “Genus”) has adopted the following Code of Conduct (hereinafter referred to as the “Code”) as a guide to professional conduct for its independent directors pursuant to section 149(8) of the Companies Act, 2013 read with Schedule IV of the Companies Act, 2013. The Board believes that adherence to these standards by independent directors and fulfillment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.

1. Guidelines of professional conduct:

An independent director shall:

- A. uphold ethical standards of integrity and probity;
- B. act objectively and constructively while exercising his duties;
- C. exercise his responsibilities in a *bona fide* manner in the interest of the Company;
- D. devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- E. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- F. not abuse his position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- G. refrain from any action that would lead to loss of his independence;
- H. where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- I. assist the Company in implementing the best corporate governance practices.

2. Role and functions:

The independent directors shall:

- A. help in bringing an independent judgment to bear on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- B. bring an objective view in the evaluation of the performance of board and management;

- C. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- D. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- E. safeguard the interests of all stakeholders, particularly the minority shareholders;
- F. balance the conflicting interest of the stakeholders;
- G. determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- H. moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.

3. Duties :

The independent directors shall—

- A. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
- B. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- C. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- D. participate constructively and actively in the Committees of the Board in which they are chairpersons or members;
- E. strive to attend the general meetings of the Company;
- F. where they have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- G. keep themselves well informed about the Company and the external environment in which it operates;
- H. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- I. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
- J. ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- K. report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- L. acting within his authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
- M. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

4. Manner of appointment:

- A. Appointment process of independent directors shall be independent of the Genus' management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.
- B. The appointment of independent director(s) of the Company shall be approved at the meeting of the shareholders.
- C. The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made there under and that the proposed director is independent of the management.
- D. The appointment of independent directors shall be formalized through a letter of appointment, which shall set out :
 - i. the term of appointment;
 - ii. the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;
 - iii. the fiduciary duties that come with such an appointment along with accompanying liabilities;
 - iv. provision for Directors and Officers (D and O) insurance, if any;
 - v. the Code of Business Ethics that the Company expects its directors and employees to follow;
 - vi. the list of actions that a director should not do while functioning as such in the Company; and
 - vii. the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.
- E. The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the Company by any member during normal business hours.
- F. The terms and conditions of appointment of independent directors shall also be posted on the Company's website.

5. Re-appointment:

The re-appointment of independent director shall be on the basis of report of performance evaluation.

6. Resignation or removal:

- A. The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act.
- B. An independent director who resigns or is removed from the Board of the Company shall be replaced by a new independent director within a period of not more than one hundred and eighty days from the date of such resignation or removal, as the case may be.
- C. Where the Company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

7. Separate meetings:

- A. The independent directors of the Company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;
- B. All the independent directors of the Company shall strive to be present at such meeting;
- C. The meeting shall:
 - i. review the performance of non-independent directors and the Board as a whole;
 - ii. review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors;
 - iii. assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

8. Evaluation mechanism:

- A. The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.
- B. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.

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- (Formulated on September 30, 2014 and Effective from October 1, 2014)
 - (Reviewed on March 30, 2019 and Effective from April 01, 2019)